

TO: Mail Stop 8 Director of the U.S. Patent & Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been
 filed in the U.S. District Court Northern District of California on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. CV 08-05758 EMC	DATE FILED 5/24/08	U.S. DISTRICT COURT Northern District of California
PLAINTIFF JUNIPER NETWORKS, INC.		DEFENDANT SSL SERVICES, LLC
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 <i>9 Pat sys-3-4</i>		
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In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK Richard W. Wieking	(BY) DEPUTY CLERK Gloria Acevedo	DATE December 31, 2008
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Copy 1—Upon initiation of action, mail this copy to Commissioner Copy 3—Upon termination of action, mail this copy to Commissioner
 Copy 2—Upon filing document adding patent(s), mail this copy to Commissioner Copy 4—Case file copy

1 **THIRD CAUSE OF ACTION**

2 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 5,694,471)**

3 33. Juniper incorporates by reference paragraphs 1-23 of this Complaint
4 and re-alleges them as though fully set forth herein.

5 34. Based on SSL's actions, Juniper's past and current conduct, and
6 Juniper's future plans, all as described above, a substantial controversy has arisen
7 between Juniper and SSL concerning whether Juniper has infringed or does infringe
8 any valid and enforceable claim, properly construed, of the '471 Patent, and whether
9 Juniper is liable for the purported infringement of any such claim, either literally or
10 under the doctrine of equivalents, and whether based on a theory of direct
11 infringement, contributory infringement, or infringement by inducement.

12 35. Juniper does not infringe, and has never infringed, any valid and
13 enforceable claim, properly construed, of the '471 Patent, and is not liable for the
14 purported infringement of any such claim, either literally or under the doctrine of
15 equivalents, and whether based on a theory of direct infringement, contributory
16 infringement, or infringement by inducement.

17 36. A judicial declaration that Juniper does not infringe any valid and
18 enforceable claim of the '471 Patent is necessary and appropriate at this time so that
19 Juniper can ascertain its rights and duties with respect to designing, developing,
20 marketing, and selling networking products.

21 **FOURTH CAUSE OF ACTION**

22 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 5,784,463)**

23 37. Juniper incorporates by reference paragraphs 1-23 of this Complaint
24 and re-alleges them as though fully set forth herein.

25 38. Based on SSL's actions, Juniper's past and current conduct, and
26 Juniper's future plans, all as described above, a substantial controversy has arisen
27 between Juniper and SSL concerning whether Juniper has infringed or does infringe
28 any valid and enforceable claim, properly construed, of the '463 Patent, and whether

1 Juniper is liable for the purported infringement of any such claim, either literally or
2 under the doctrine of equivalents, and whether based on a theory of direct
3 infringement, contributory infringement, or infringement by inducement.

4 39. Juniper does not infringe, and has never infringed, any valid and
5 enforceable claim, properly construed, of the '463 Patent, and is not liable for the
6 purported infringement of any such claim, either literally or under the doctrine of
7 equivalents, and whether based on a theory of direct infringement, contributory
8 infringement, or infringement by inducement.

9 40. A judicial declaration that Juniper does not infringe any valid and
10 enforceable claim of the '463 Patent is necessary and appropriate at this time so that
11 Juniper can ascertain its rights and duties with respect to designing, developing,
12 marketing, and selling networking products.

13 **FIFTH CAUSE OF ACTION**

14 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 6,061,796)**

15 41. Juniper incorporates by reference paragraphs 1-23 of this Complaint
16 and re-alleges them as though fully set forth herein.

17 42. Based on SSL's actions, Juniper's past and current conduct, and
18 Juniper's future plans, all as described above, a substantial controversy has arisen
19 between Juniper and SSL concerning whether Juniper has infringed or does infringe
20 any valid and enforceable claim, properly construed, of the '796 Patent, and whether
21 Juniper is liable for the purported infringement of any such claim, either literally or
22 under the doctrine of equivalents, and whether based on a theory of direct
23 infringement, contributory infringement, or infringement by inducement.

24 43. Juniper does not infringe, and has never infringed, any valid and
25 enforceable claim, properly construed, of the '796 Patent, and is not liable for the
26 purported infringement of any such claim, either literally or under the doctrine of
27 equivalents, and whether based on a theory of direct infringement, contributory
28 infringement, or infringement by inducement.

1 44. A judicial declaration that Juniper does not infringe any valid and
2 enforceable claim of the '796 Patent is necessary and appropriate at this time so that
3 Juniper can ascertain its rights and duties with respect to designing, developing,
4 marketing, and selling networking products.

5 **SIXTH CAUSE OF ACTION**

6 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 6,085,969)**

7 45. Juniper incorporates by reference paragraphs 1-23 of this Complaint
8 and re-alleges them as though fully set forth herein.

9 46. Based on SSL's actions, Juniper's past and current conduct, and
10 Juniper's future plans, all as described above, a substantial controversy has arisen
11 between Juniper and SSL concerning whether Juniper has infringed or does infringe
12 any valid and enforceable claim, properly construed, of the '969 Patent, and whether
13 Juniper is liable for the purported infringement of any such claim, either literally or
14 under the doctrine of equivalents, and whether based on a theory of direct
15 infringement, contributory infringement, or infringement by inducement.

16 47. Juniper does not infringe, and has never infringed, any valid and
17 enforceable claim, properly construed, of the '969 Patent, and is not liable for the
18 purported infringement of any such claim, either literally or under the doctrine of
19 equivalents, and whether based on a theory of direct infringement, contributory
20 infringement, or infringement by inducement.

21 48. A judicial declaration that Juniper does not infringe any valid and
22 enforceable claim of the '969 Patent is necessary and appropriate at this time so that
23 Juniper can ascertain its rights and duties with respect to designing, developing,
24 marketing, and selling networking products.

25 **SEVENTH CAUSE OF ACTION**

26 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 6,158,011)**

27 49. Juniper incorporates by reference paragraphs 1-23 of this Complaint
28 and re-alleges them as though fully set forth herein.

1 50. Based on SSL's actions, Juniper's past and current conduct, and
2 Juniper's future plans, all as described above, a substantial controversy has arisen
3 between Juniper and SSL concerning whether Juniper has infringed or does infringe
4 any valid and enforceable claim, properly construed, of the '011 Patent, and whether
5 Juniper is liable for the purported infringement of any such claim, either literally or
6 under the doctrine of equivalents, and whether based on a theory of direct
7 infringement, contributory infringement, or infringement by inducement.

8 51. Juniper does not infringe, and has never infringed, any valid and
9 enforceable claim, properly construed, of the '011 Patent, and is not liable for the
10 purported infringement of any such claim, either literally or under the doctrine of
11 equivalents, and whether based on a theory of direct infringement, contributory
12 infringement, or infringement by inducement.

13 52. A judicial declaration that Juniper does not infringe any valid and
14 enforceable claim of the '011 Patent is necessary and appropriate at this time so that
15 Juniper can ascertain its rights and duties with respect to designing, developing,
16 marketing, and selling networking products.

17 **EIGHTH CAUSE OF ACTION**

18 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 6,246,771)**

19 53. Juniper incorporates by reference paragraphs 1-23 of this Complaint
20 and re-alleges them as though fully set forth herein.

21 54. Based on SSL's actions, Juniper's past and current conduct, and
22 Juniper's future plans, all as described above, a substantial controversy has arisen
23 between Juniper and SSL concerning whether Juniper has infringed or does infringe
24 any valid and enforceable claim, properly construed, of the '771 Patent, and whether
25 Juniper is liable for the purported infringement of any such claim, either literally or
26 under the doctrine of equivalents, and whether based on a theory of direct
27 infringement, contributory infringement, or infringement by inducement.

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1 55. Juniper does not infringe, and has never infringed, any valid and
2 enforceable claim, properly construed, of the '771 Patent, and is not liable for the
3 purported infringement of any such claim, either literally or under the doctrine of
4 equivalents, and whether based on a theory of direct infringement, contributory
5 infringement, or infringement by inducement.

6 56. A judicial declaration that Juniper does not infringe any valid and
7 enforceable claim of the '771 Patent is necessary and appropriate at this time so that
8 Juniper can ascertain its rights and duties with respect to designing, developing,
9 marketing, and selling networking products.

10 **NINTH CAUSE OF ACTION**

11 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 6,907,530)**

12 57. Juniper incorporates by reference paragraphs 1-23 of this Complaint
13 and re-alleges them as though fully set forth herein.

14 58. Based on SSL's actions, Juniper's past and current conduct, and
15 Juniper's future plans, all as described above, a substantial controversy has arisen
16 between Juniper and SSL concerning whether Juniper has infringed or does infringe
17 any valid and enforceable claim, properly construed, of the '530 Patent, and whether
18 Juniper is liable for the purported infringement of any such claim, either literally or
19 under the doctrine of equivalents, and whether based on a theory of direct
20 infringement, contributory infringement, or infringement by inducement.

21 59. Juniper does not infringe, and has never infringed, any valid and
22 enforceable claim, properly construed, of the '530 Patent, and is not liable for the
23 purported infringement of any such claim, either literally or under the doctrine of
24 equivalents, and whether based on a theory of direct infringement, contributory
25 infringement, or infringement by inducement.

26 60. A judicial declaration that Juniper does not infringe any valid and
27 enforceable claim of the '530 Patent is necessary and appropriate at this time so that
28

1 Juniper can ascertain its rights and duties with respect to designing, developing,
2 marketing, and selling networking products.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Juniper prays for judgment as follows:

5 A. For a judicial determination that Juniper is not infringing, and has not
6 infringed, any valid and enforceable claim of the '197, '918, '471, '463, '796, '969,
7 '011, '771, and '530 Patents;

8 B. For a judicial determination, pursuant to 35 U.S.C. § 285, that this case
9 is exceptional and that Juniper be awarded its reasonable attorneys' fees and costs;
10 and

11 C. For such other and further relief as this Court deems just and proper.

12 Dated: December 24, 2008

IRELL & MANELLA LLP

13
14
15 By: JS Kagan LS
Jonathan S. Kagan
Attorneys for Plaintiff
Juniper Networks, Inc.

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18 **DEMAND FOR JURY TRIAL**

19 Juniper Networks, Inc. hereby demands a trial by jury on all issues triable to a
20 jury.

21 Dated: December 24, 2008

IRELL & MANELLA LLP

22
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24 By: JS Kagan LS
Jonathan S. Kagan
Attorneys for Plaintiff
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8 Attorneys for Plaintiff
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DEC 24 2008

Richard W. Wiefeking
Clerk, U.S. District Court
Northern District of California
San Jose

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10 UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

11 SAN JOSE DIVISION

12 JUNIPER NETWORKS, INC., a
13 Delaware corporation,

14 Plaintiff,

15 vs.

16 SSL SERVICES, LLC, a Maryland
17 limited liability company,

18 Defendant.

Case No. 05758 EMC
PLAINTIFF'S CORPORATE
DISCLOSURE STATEMENT
PURSUANT TO FEDERAL RULE
OF CIVIL PROCEDURE 7.1


19
20 Pursuant to Federal Rule of Civil Procedure 7.1, Plaintiff Juniper Networks,
21 Inc., makes the following disclosure:

- 22 1. There is no parent corporation of Juniper Networks, Inc.
23 2. FMR LLC and T. Rowe Price Associates, Inc., are the beneficial
24 owners of 12.1% and 11.9% of Juniper Networks, Inc.'s common stock.
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Dated: December 24, 2008

IRELL & MANELLA LLP


Jonathan S. Kagan
Attorneys for Plaintiff Juniper
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DEC 2 4 2008

Richard W. Wieking
Clerk, U.S. District Court
Northern District of California
San Jose

8 Attorneys for Plaintiff
Juniper Networks, Inc.

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN JOSE DIVISION

13 JUNIPER NETWORKS, INC., a
Delaware corporation,

14 Plaintiff,

15 vs.

16 SSL SERVICES, LLC, a Maryland
limited liability company,

17 Defendant.
18

Case No. 08-05758
PLAINTIFF'S LOCAL RULE 3-16
DISCLOSURE OF NON-PARTY
INTERESTED ENTITIES OR
PERSONS


19 Pursuant to Civil Local Rule 3-16, the undersigned certifies that the following
20 listed persons, associations of persons, firms, partnerships, corporations (including
21 parent corporations) or other entities (i) have a financial interest in the subject
22 matter in controversy or in a party to the proceeding; or (ii) have a non-financial
23 interest in that subject matter or in a party that could be substantially affected by the
24 outcome of this proceeding:

25 FMR LLC is the beneficial owner of 12.1% of Juniper Networks, Inc.'s
26 common stock.

27 T. Rowe Price Associates, Inc. is the beneficial owner of 11.9% of Juniper
28 Networks, Inc.'s common stock.

1 Dated: December 24, 2008

IRELL & MANELLA LLP

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4 
5 Jonathan S. Kagan *JS*
6 Attorneys for Plaintiff Juniper
7 Networks, Inc.
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8 Attorneys for Plaintiff
Juniper Networks, Inc.

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DEC 24 2008

Richard W. Wiekling
Clerk, U. S. District Court
Northern District of California
San Jose

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN JOSE DIVISION

13 C08 05758 EMC

14 JUNIPER NETWORKS, INC., a
15 Delaware corporation,
16 Plaintiff,

17 vs.

18 SSL SERVICES, LLC, a Maryland
19 limited liability company,
20 Defendant.

Case No.

COMPLAINT FOR
DECLARATORY JUDGMENT

DEMAND FOR JURY TRIAL

21 Plaintiff Juniper Networks, Inc. ("Juniper") alleges as follows:

22 PARTIES

23 1. Plaintiff Juniper is a corporation duly organized and existing under the
24 laws of the State of Delaware, and has its principal place of business at 1194 N.
25 Matilda Avenue, Sunnyvale, California 94089.

26 2. On information and belief, Defendant SSL Services, LLC ("SSL") is a
27 limited liability company organized and existing under the laws of the State of
28

1 Maryland, and has a principal place of business at 11105 South Glen Road,
2 Potomac, Maryland 20854.

3 **JURISDICTION**

4 3. This action arises under the patent laws of the United States of
5 America, 35 U.S.C. § 1 *et seq.*, and under the Declaratory Judgment Act, 28 U.S.C.
6 §§ 2201 and 2202. This Court has subject matter jurisdiction under 28 U.S.C.
7 §§ 1331 and 1338(a) in that this is a civil action arising out of the patent laws of the
8 United States of America. This Court also has subject matter jurisdiction under 28
9 U.S.C. § 2201 because, as shown below, a substantial controversy exists between
10 Juniper and SSL regarding patent non-infringement, invalidity, and
11 unenforceability.

12 **VENUE**

13 4. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) and
14 (c) and 1400(b), because a substantial part of the events giving rise to Juniper's
15 claims occurred in this district, including multiple communications to Juniper in this
16 district from SSL and/or its predecessor-in-interest relating to alleged infringement
17 by Juniper, the sale of patented products and other business conducted in this district
18 by SSL and/or its predecessor-in-interest, and the activities of Juniper in this district
19 alleged by SSL to be infringing.

20 **INTRADISTRICT ASSIGNMENT**

21 5. Pursuant to Civil Local Rule 3-2(c), because this action is an
22 intellectual property action, it is properly assigned to any of the divisions in this
23 district.

24 **GENERAL ALLEGATIONS**

25 6. Juniper designs, develops, markets, and sells a wide variety of
26 networking products to businesses. Juniper intends to continue designing,
27 developing, marketing, and selling these products to businesses.

28

1 7. On information and belief, SSL alleges that it is the owner of United
2 States Patent No. 5,590,197 ("the '197 Patent"), which is titled "Electronic Payment
3 System and Method," and names James F. Chen and Jieh-Shan Wang as inventors.

4 8. On information and belief, SSL alleges that it is the owner of United
5 States Patent No. 5,602,918 ("the '918 Patent"), which is titled "Application Level
6 Security System and Method," and names James F. Chen and Jieh-Shan Wang as
7 inventors.

8 9. On information and belief, SSL alleges that it is the owner of United
9 States Patent No. 5,694,471 ("the '471 Patent"), which is titled "Counterfeit-Proof
10 Identification Card," and names James F. Chen and Jieh-Shan Wang as inventors.

11 10. On information and belief, SSL alleges that it is the owner of United
12 States Patent No. 5,784,463 ("the '463 Patent"), which is titled "Token Distribution,
13 Registration, and Dynamic Configuration of User Entitlement for an Application
14 Level Security System and Method," and names James F. Chen and Jieh-Shan Wang
15 as inventors.

16 11. On information and belief, SSL alleges that it is the owner of United
17 States Patent No. 6,061,796 ("the '796 Patent"), which is titled "Multi-Access
18 Virtual Private Network," and names James F. Chen, Jieh-Shan Wang, Christopher
19 T. Brook, and Francis Garvey as inventors.

20 12. On information and belief, SSL alleges that it is the owner of United
21 States Patent No. 6,084,969 ("the '969 Patent"), which is titled "Key Encryption
22 System and Method, Pager Unit, and Pager Proxy for a Two-Way Alphanumeric
23 Pager Network," and names Steven R. Wright and Christopher T. Brook as
24 inventors.

25 13. On information and belief, SSL alleges that it is the owner of United
26 States Patent No. 6,158,011 ("the '011 Patent"), which is titled "Multi-Access
27 Virtual Private Network," and names James F. Chen, Jieh-Shan Wang, Christopher
28 T. Brook, and Francis Garvey as inventors.

1 14. On information and belief, SSL alleges that it is the owner of United
2 States Patent No. 6,246,771 ("the '771 Patent"), which is titled "Session Key
3 Recovery System and Method," and names Leroy K. Stanton, Steven R. Wright,
4 Christopher T. Brook, and Russell F. Loane, as inventors.

5 15. On information and belief, SSL alleges that it is the owner of United
6 States Patent No. 6,907,530 ("the '530 Patent"), which is titled "Secure Internet
7 Applications with Mobile Code," and names Jien-Shan Wang as inventor.

8 16. The '197, '918, '471, '463, '796, '969, '011, '771, and '530 Patents
9 will collectively be referred to herein as the "SSL Patents."

10 17. Over the course of the last several months, SSL has repeatedly asked
11 Juniper to take a license to, or purchase, the SSL Patents.

12 18. In July 2008, a representative of SSL gave Juniper a copy of a
13 complaint that SSL filed on April 11, 2008, in the Eastern District of Texas. In that
14 action, SSL claims infringement by Citrix Systems, Inc. and Citrix Online LLC, of
15 the '796 Patent, which is one of the SSL Patents. A lengthy correspondence
16 between representatives of SSL and Juniper regarding the licensing or selling of the
17 SSL Patents ensued.

18 19. SSL later informed Juniper that SSL had obtained legal opinions
19 finding that certain of Juniper's networking products (including Juniper's SSL VPN
20 products) infringed one or more of the SSL Patents.

21 20. On information and belief, SSL's statements to Juniper were made in
22 an attempt to induce Juniper to take a license to or purchase the SSL Patents, and
23 with the understanding that SSL would assert the SSL Patents against Juniper if
24 Juniper refused SSL's offer.

25 21. On two separate occasions, SSL provided a draft Non-Disclosure
26 Agreement to Juniper for Juniper's signature. SSL sent Juniper the Non-Disclosure
27 Agreements to facilitate further discussions with Juniper regarding SSL's claim that
28 Juniper products require a license from SSL because they infringe the SSL Patents.

1 The Non-Disclosure Agreements also contemplate the possibility of litigation and
2 other disputes between SSL and Juniper relating to the SSL Patents. Juniper has not
3 signed either version of the Non-Disclosure Agreement.

4 22. The predecessor-in-interest to the SSL Patents also previously made
5 multiple communications relating to alleged infringement of one or more of the SSL
6 Patents to an entity that is now part of Juniper (Neoteris, Inc.).

7 23. Based on the acts and conduct described above, Juniper believes that
8 SSL has concluded and plans to assert in the immediate future that certain Juniper
9 products (including Juniper's SSL VPN products) infringe the SSL Patents.
10 Therefore, a substantial controversy of sufficient immediacy and reality exists
11 between Juniper and SSL as to whether any of Juniper's products infringe any valid
12 and enforceable claims of any of the SSL Patents to warrant the issuance of a
13 declaratory judgment.

14 24. Juniper desires a judicial determination of the foregoing controversy
15 and a declaration by the Court of the parties' respective rights.

16 **FIRST CAUSE OF ACTION**

17 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 5,590,197)**

18 25. Juniper incorporates by reference paragraphs 1-23 of this Complaint
19 and re-alleges them as though fully set forth herein.

20 26. Based on SSL's actions, Juniper's past and current conduct, and
21 Juniper's future plans, all as described above, a substantial controversy has arisen
22 between Juniper and SSL concerning whether Juniper has infringed or does infringe
23 any valid and enforceable claim, properly construed, of the '197 Patent, and whether
24 Juniper is liable for the purported infringement of any such claim, either literally or
25 under the doctrine of equivalents, and whether based on a theory of direct
26 infringement, contributory infringement, or infringement by inducement.

27 27. Juniper does not infringe, and has never infringed, any valid and
28 enforceable claim, properly construed, of the '197 Patent, and is not liable for the

1 purported infringement of any such claim, either literally or under the doctrine of
2 equivalents, and whether based on a theory of direct infringement, contributory
3 infringement, or infringement by inducement.

4 28. A judicial declaration that Juniper does not infringe any valid and
5 enforceable claim of the '197 Patent is necessary and appropriate at this time so that
6 Juniper can ascertain its rights and duties with respect to designing, developing,
7 marketing, and selling networking products.

8 **SECOND CAUSE OF ACTION**

9 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 5,602,918)**

10 29. Juniper incorporates by reference paragraphs 1-23 of this Complaint
11 and re-alleges them as though fully set forth herein.

12 30. Based on SSL's actions, Juniper's past and current conduct, and
13 Juniper's future plans, all as described above, a substantial controversy has arisen
14 between Juniper and SSL concerning whether Juniper has infringed or does infringe
15 any valid and enforceable claim, properly construed, of the '918 Patent, and whether
16 Juniper is liable for the purported infringement of any such claim, either literally or
17 under the doctrine of equivalents, and whether based on a theory of direct
18 infringement, contributory infringement, or infringement by inducement.

19 31. Juniper does not infringe, and has never infringed, any valid and
20 enforceable claim, properly construed, of the '918 Patent, and is not liable for the
21 purported infringement of any such claim, either literally or under the doctrine of
22 equivalents, and whether based on a theory of direct infringement, contributory
23 infringement, or infringement by inducement.

24 32. A judicial declaration that Juniper does not infringe any valid and
25 enforceable claim of the '918 Patent is necessary and appropriate at this time so that
26 Juniper can ascertain its rights and duties with respect to designing, developing,
27 marketing, and selling networking products.

28